

1 PAUL J. PASCUZZI, CA State Bar No. 148810
2 FELDERSTEIN FITZGERALD
3 WILLOUGHBY & PASCUZZI LLP
4 400 Capitol Mall, Suite 1750
Sacramento, CA 95814
Telephone: (916) 329-7400
Facsimile: (916) 329-7435

5 Attorneys for Elli M. A. Mills, J.D., MBA, Receiver

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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 In re: Civil Action No. 2:08-cv-01276-KJD-RJJ

11 RECEIVERSHIP OF PLACER COUNTY
LAND SPECULATORS

13 Date: October 31, 2017
14 Time: 9:00 a.m.
Judge: Hon. Kent J. Dawson

15 **ORDER ON MOTION FOR ORDER APPROVING: (1) REAL PROPERTY**
16 **OPTION AGREEMENT WITH DIMENSION CAPITAL PARTNERS, LLC; AND**
(2) ALTERNATIVE SUPPLEMENTAL FINANCING WITH CURRENT
LENDER JOHN TERRY

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18 Upon consideration of the Motion of Receiver for an Order Approving: (1) Real Property
19 Option Agreement with Dimension Capital Partners, LLC; and (2) Alternative Supplemental
20 Financing with Current Lender John Terry (the “Motion”) [Docket No. 951], after a hearing on
21 proper notice, the Court having considered the Motion and arguments, based on the statements in
22 court at the hearing on the Motion, and good cause appearing,¹

23 **IT IS ORDERED** that:

24 1. To the extent the Motion requests authority to enter into the Real Property Option
25 Agreement (“Option Agreement”) with Dimension Capital Partners, LLC (“Dimension”), the
26 Motion is withdrawn by the moving party due to the circumstances described on the record at the

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28 ¹ Capitalized terms not otherwise defined herein shall be as defined in the Option Agreement or
the Motion.

hearing;

2. The Receiver is authorized to terminate the Option Agreement and it is hereby terminated;

3. The Receiver is authorized to return the Initial Good Faith Deposit, as provided in the Option Agreement;

4. All rights of Dimension under the Option Agreement, if any, are hereby cancelled and terminated, as not approved by the Court;

5. To the extent the Motion seeks approval to obtain the Alternative Supplemental Financing (increasing the loan amount from \$5,000,000 to \$5,900,000) and related 12-month extension (to December 31, 2018) with current lender John Terry as set forth in the Motion, the Motion is granted;

6. The Receiver is authorized to take any and all actions necessary to implement the Alternative Supplemental Financing and termination of the Option Agreement, including, but not limited to issuing receiver certificates and signing amendments to promissory notes and deeds of trust, if necessary, in connection with such Alternative Supplemental Financing.

7. The Receiver is authorized to submit an ex parte application, if needed, for approval of any further order that may be needed to implement the actions approved by this Order.

8. Notwithstanding the non-approval and termination of the Option Agreement, the Court retains jurisdiction over the matters set forth in the Motion related thereto in the event of any disputes between the parties.

Dated: 11/9/2017


Barbara J. Donaldson